

BY-LAW NO. 6

BEING A BY-LAW RELATING TO THE APPOINTMENT OF ACTING MEDICAL OFFICERS OF HEALTH AND OBTAIN FROM OR GIVE ASSISTANCE TO OTHER PUBLIC HEALTH UNITS FOR EMERGENCIES <u>OR URGENT PROJECTS</u> OF

THE BOARD OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

(hereinafter referred to as the "Board")

BY-LAW NO. 6

A BY-LAW TO APPOINT ACTING MEDICAL OFFICERS OF HEALTH AND OBTAIN FROM OR GIVE ASSISTANCE TO OTHER PUBLIC HEALTH UNITS FOR EMERGENCIES OR URGENT PROJECTS.

WHEREAS By-law No. 5 has been in place to allow appointment for Medical Officers of Health from certain neighbouring public health units to act for the MOH of Wellington-Dufferin-Guelph Health Unit (WDGHU) from time to time, be absent or unable to act.

AND WHEREAS a Mutual Aid Agreement has been negotiated and drafted with certain neighbouring public health units to allow WDGHU to obtain or give assistance to the named neighbouring public health units in time of need as set out in the form of agreement attached as Scheduled "A" to this By-law (the "Mutual Aid Agreement"),

NOW THEREFORE the Board of Health of WDGHU enacts as follows:

- 1. That the Medical Officer of Health of WDGHU be authorized to execute on behalf of WDGHU the Mutual Aid Agreement in the same or substantially the same form, as attached as Schedule "A" to this By-law, as may be acceptable in form.
- 2. That the Medical Officer of Health is authorized to make a request of and contract with (a) Medical Officer(s) of Health or acting Medical Officer(s) of Health from the public health units named in the Mutual Aid Agreement to assist WDGHU at such time as the Medical Officer of Health is absent or unable to act pursuant to the terms of the Mutual Aid Agreement.
- 3. That the Medical Officer of Health is authorized to request assistance from and contract with the public health units named in the Mutual Aid Agreement, or any of them, at such time as WDGHU may require assistance as defined in the Mutual Aid Agreement.
- 4. That the Medical Officer of Health is authorized to contract to assist any public health unit named in the Mutual Aid Agreement when requested pursuant to the terms of the Mutual Aid Agreement where the Medical Officer of Health is satisfied that WDGHU can and should provide such assistance.
- 5. That if the Medical Officer of Health is absent or unable to act, the authority to request or provide assistance under the Mutual Aid Agreement be delegated to the Director, Finance & Corporate Services.
- 6. Nothing in this by-law is intended to conflict with the provisions of the Health Protection and Promotion Act regarding the appointment and duties of the Medical Officer of Health or the Board of Health.
- 7. That By-law No. 5 remains in effect as enacted on the 3rd day of February, 2010.

8. That this By-law shall come into force and take effect on the day upon which is it passed.

ENACTED this 4th day of May, 2011.

WITNESS the seal of the Board.

Chair

Secretary-Treasurer

DIRECTORS RESOLUTION MAKING AND CONFIRMING

BE IT RESOLVED THAT By-Law Number 6 being a by-law relating to the appointment of an acting Medical Officer of Health and obtain from or give assistance to other public health units for emergencies or urgent projects of the Board be and the same is hereby made as a by-law of the Board and the Chair and the Secretary-Treasurer be and they are hereby authorized to sign the by-law.

THE UNDERSIGNED, being all the directors of the Board hereby sign the foregoing resolution pursuant to the provisions of the *Health Protection and Promotion Act* (Ontario).

DATED the 4th day of May, 2011.

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Secretary-Treasurer

THIS MUTUAL AID AGREEMENT made this 1st day of January, 2011

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

-and-

CITY OF HAMILTON

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA

-and-

THE REGIONAL MUNICIPALITY OF WATERLOO

-and-

BRANT COUNTY HEALTH UNIT

-and-

WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

-and-

THE CORPORATION OF NORFOLK COUNTY HALDIMAND-NORFOLK HEALTH UNIT

WHEREAS the Parties wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or materials to one or the other in a time of an Emergency or for an Urgent Project or where a medical officer of health needs coverage;

AND WHEREAS each of the Parties is a "health unit" as defined in Ontario Regulation 553 to the *Health Protection and Promotion Act*, or a "board of health" as defined in Section 1 of the *Health Protection and Promotion Act*;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions

- 1.1 In this Agreement,
 - 1.1.1 "Assisted Party" means the Party receiving aid or assistance pursuant to this Agreement;
 - 1.1.2 "Assisting Party" means the Party providing aid or assistance pursuant to this Agreement;
 - 1.1.3 "Emergency" means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise (as defined in the Emergency Management and Civil Protection Act);
 - 1.1.4 "Medical Officer of Health" or "MOH" means the person appointed under s. 62(1)(a) of the *Health Protection and Promotion Act*, an associate medical officer of health appointed under s. 62(1)(b) of that act, or a person or designate authorized by or acting under their direction or control;
 - 1.1.5 "Mutual Aid Agreement" or "Agreement" means this agreement and the attached Schedule "A" which embody the entire agreement between the Parties;
 - 1.1.6 "Party" means any of the parties to this Agreement and "Parties" means all of them;
 - 1.1.7 "Requesting Party" means the Party asking for aid, assistance or both pursuant to this Agreement;
 - 1.1.8 "Urgent Project" means a public health project that is too large for the Requesting Party to handle itself using its own resources in a timely manner.

2. Authorization to Request/Offer Assistance

2.1 Each Party hereby authorizes its MOH to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that Party.

3. Requests for Assistance

- 3.1 The Parties agree that:
 - 3.1.1 In the event of an Urgent Project or an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment, or material from another Party; OR
 - 3.1.2 In the event a Party's appointed medical officer of health is absent, or unable to act, such Party may request the assistance of another Party's appointed medical officer of health for a time-limited duration.

- 3.2 The request for assistance shall be made, in writing, by the MOH of the Requesting Party to the MOH of the other Party. Where the MOH of the Requesting Party is incapacitated or otherwise incapable of acting, a request for assistance may be made by the senior administrative officer of the Requesting Party who is able to submit the request, and the other Party may place reasonable reliance on any request submitted by a person who appears to be the senior administrative officer of the Requesting Party in the circumstances. Any request made hereunder should be given with as much notice as possible.
- 3.3 The written request shall set out in detail the specific personnel, service, equipment or material that has been requested as assistance. The format in Schedule "A" attached hereto may be used.
- 3.4 The MOH may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within 3 (three) days of the initial oral request or as soon as reasonably practicable.
- 3.5 The Assisting Party may provide assistance to the Requesting Party upon receipt of the oral request.
- 3.6 Either before or after choosing to provide assistance, a Party may request such reasonable additional information from the Requesting Party as it considers necessary to confirm the existence or other details of the Emergency or Urgent Project and to assess the type, scope, nature and amount of assistance to be provided.
- 3.7 The Party which has received a request from a Requesting Party shall respond to the request within one (1) day or as soon as reasonably practicable, and may, in its sole discretion, determine the type and scope, nature and amount of assistance it will provide.
- 3.8 The Assisting Party shall confirm in writing the assistance it has agreed to provide.
- 3.9 The Assisted Party and the Assisting Party may, by mutual agreement at any time as necessary, amend the scope, type, nature or amount of assistance to be provided to the Assisted Party. Such amendments shall be confirmed in writing by the Assisted Party within 3 (three) days of being agreed upon or as soon as reasonably practicable.

4. Limitations on Assistance Provided

- 4.1 Nothing in this Agreement shall require or obligate, or be construed to require or obligate, a Party to provide assistance, provided that each Party shall in good faith consider providing the assistance requested or some portion thereof if they have the resources to do so. Each Party shall retain the right to refuse the request to provide assistance, and the right to offer alternatives to the assistance that has been requested.
- 4.2 No liability shall arise against any Party if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 4.3 When assistance has been offered or provided by the Assisting Party, the Assisting Party shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 4.4 Nothing in this Agreement shall prevent the Assisting Party, in its sole discretion, from withdrawing any or all assistance it had agreed to provide to the Assisted Party. Any

withdrawal of assistance by the Assisting Party shall be made upon at least forty-eight (48) hours' notice to the Assisted Party, or as soon as reasonably practicable unless the Assisting Party is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Party immediately on notice.

- 4.5 The Assisted Party may determine in its sole discretion, subject to any required approval by governmental authorities, that its requirement for assistance has ceased and shall notify the Assisting Party of this in writing.
- 4.6 Nothing in this Agreement affects a Party's statutory responsibilities under the Health Protection and Promotion Act, its regulations, and the Ontario Public Health Standards.

5. Term and Termination

- 5.1 This Agreement shall be in effect for each Party from the date on which each Party signs the Agreement.
- 5.2 Despite any other section of this Agreement, any Party may terminate this Agreement upon at least sixty (60) days' written notice to the other Parties. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.

6. Costs

- Unless otherwise agreed upon, any and all *direct and indirect* costs of the Assisting Party in providing assistance are to be paid initially by the Assisting Party and shall be reimbursed by the Assisted Party in accordance with this Agreement. The Assisted Party shall be required to reimburse any and all actual costs incurred by or attributable to the Assisting Party in providing the assistance.
- The costs referred to in paragraph 6.1 above shall include, but are not limited to, any and all supplies, equipment, materials, fuel, repairs, parts, lodging, wages, salaries, overtime, shift premium, Canada Pension Plan, Employment Insurance, OMERS contributions, and/or contributions made to life insurance, health, dental and/or disability plans or policies, and similar charges and expenses incurred in or attributable to providing the assistance including those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance that are attributable to the provision of assistance to the Assisted Party.
- 6.3 The Assisting Party shall remain responsible for making all statutorily required deductions, contributions and/or payments, such as Employment Insurance, Canada Pension Plan, etc., for its employees, but shall be reimbursed for any amount of such payments attributable to the provision of assistance to the Assisted Party as described above.

7. Payment

7.1 Payment by the Assisted Party for costs incurred for the assistance provided shall be made to the Assisting Party upon receipt of an invoice from the Assisting Party, notwithstanding any objection made by the Assisted Party under section 7.2. Such invoice shall set out in sufficient detail the costs actually incurred by or attributable to the provision of assistance by the Assisting Party to the Assisted Party pursuant to this Agreement, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.

7.2 Any discrepancy relating to an invoice shall be discussed between the Parties involved and additional documentation shall be provided. The Parties shall attempt in good faith to reach resolution as expeditiously and amicably as possible. The Parties may agree on a method of third party resolution, if necessary, and shall share the costs of same equally.

8 Employment Relationship

8.1 Despite that the employees, contractors, servants and agents of the Assisting Party may be assigned to perform duties for the Assisted Party, the employees, contractors, servants and agents of the Assisting Party shall retain their employment or contractual relationship with the Assisting Party. The Parties acknowledge and agree that the Assisted Party is not to be deemed the employer or contractor of the Assisting Party's employees, contractors, servants or agents, under any circumstances or for any purpose whatsoever.

9 Rights and Records

- 9.1 Unless otherwise specified, the Assisted Party shall afford to the personnel of the Assisting Party, operating within the Assisted Party's jurisdiction, the same powers and rights as are afforded to like personnel of the Assisted Party.
- 9.2 Confidentiality and Record Keeping: Any personal (health) information collected, used or disclosed by an Assisting Party while assisting an Assisted Party pursuant to this agreement is subject to the rights, responsibilities, and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act. 2004. While the circle of care provisions of the legislation may also assist in the legal disclosure of any personal health information between Parties under this Agreement, the Parties hereby state their intention that the Assisting Party and its employees, contractors, servants and agents are acting as agents of the Assisted Party in the collection, use or disclosure of any personal (health) information, which is at all times the intellectual property of and under the care, custody and control of the Assisted Party. The Assisted Party may direct the Assisting Party how to safeguard and deal with the information to meet the purposes of this Agreement and the Assisting Party shall protect and treat the personal (health) information according to the standards of the applicable legislation and in accordance with the directions of the Assisted Party, acting reasonably.

10 Indemnity

- 10.1 The Assisted Party shall defend, indemnify and save harmless the Assisting Party, its directors, officers, and employees, from any and all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this Agreement. The indemnity herein provided shall include all costs, including but not limited to duties, dues accounts, demands, penalties, fines and fees (including, without limitation, all reasonable legal expenses).
- Notwithstanding the foregoing, the Assisted Party shall not be obligated or liable for any injury or death of any person or damage to any property caused by the gross negligence of the Assisting Party.

11 Insurance

11.1 During the term of this Agreement, each Party shall obtain and maintain in full force and effect general liability insurance issued by an insurance company authorized by

law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:

- 11.1.1 Have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
- 11.1.2 Contain a cross-liability clause endorsement and severability of interests clause of standard wording;
- 11.1.3 Name all of the other Parties as an additional insured with respect to any claim arising out of the Assisted Party's obligations under this Agreement or the Assisting Party's provision of personnel, services, equipment or material pursuant to this Agreement; and
- 11.1.4 Include a non-owned automobile endorsement; and

Upon request of any Party, each Party shall provide proof of insurance if so required in a form satisfactory to the requesting Party.

During the term of this Agreement, each Party is required to ensure the following: Medical Malpractice Liability Insurance in the name of any professional service provider who will provide assistance under this Agreement, providing coverage to the extent of \$2,000,000 per claim or alternatively, where applicable, proof of current membership in a medical professional's association, such as CMPA, that offers corresponding coverage to its members. The Assisted Party may request proof of coverage.

12 Notice

Written notice under this Agreement may be given to the MOH or designate or, where the MOH is incapacitated or otherwise incapable of acting, then the senior administrative officer referred to in section 3.2, using the contact information below and the most current address information which can be accessed on the Association of Local Public Health Agencies website

(http://www.alphaweb.org/ont_health_units.asp). The Parties agree to update their primary and secondary contact by notice in writing when necessary.

In the case of notice to:

Brant County Health Unit 194 Terrace Hill Street Brantford, ON N3R 1G7 Tel: (519) 753-4937 Fax: (519) 753-2140

Primary Contact: Medical Officer of Health Secondary Contact: Executive Director

The Corporation of Norfolk County Haldimand-Norfolk Health Unit 12 Gilbertson Drive, P.O. Box 247

Simcoe, ON N3Y 4L1 Tel: (519) 426-6170 Fax: (519) 426-9974

Primary Contact: Medical Officer of Health

Secondary Contact: General Manager, Health and Social Services

The Regional Municipality of Halton, Health Department 1151 Bronte Road Oakville, ON L6M 3L1

Tel: (905) 825-6000 Fax: 905-825-1444

Primary Contact: Medical Officer of Health

Secondary Contact: Associate Medical Officer of Health

City of Hamilton Public Health Services 1 Hughson Street North, 4th Floor Hamilton, ON L8R 3L5

Tel: (905) 546-2424 Fax: (905) 546-4075

Primary Contact: Medical Officer of Health Secondary Contact: Mayor of City of Hamilton

Niagara Region Public Health 2201 St. David's Road, Campbell East P.O. Box 1052, Station Main Thorold, ON L2V 0A2

Tel: (905) 688-3762 or 1-800-263-7248

Fax: (905) 682-3901

Primary Contact: Medical Officer of Health

Secondary Contact: Associate Medical Officer of Health

Region of Waterloo, Public Health P.O. Box 1633, 99 Regina Street South Waterloo, ON N2J 4V3

Tel: (519) 883-2000 Fax: (519) 883-2241

Primary Contact: Medical Officer of Health

Secondary Contact: Associate Medical Officer of Health

Wellington-Dufferin-Guelph Public Health 474 Wellington Road 18, Suite 100

RR #1

Fergus ON N1M 2W3 Tel: (519) 846-2715 Fax: (519) 846-0323

Primary Contact: Medical Officer of Health

Secondary Contact: Director, Finance & Corporate Services

- 12.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; ; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.
- Any notice given shall be sufficiently given if signed by the MOH or by the senior administrative officer referred to in section 3.2.

13 General

- Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it under this Agreement, at law, or in equity in the event of any breach of this Agreement.
- 13.2 This Agreement shall enure to the benefit of, and be binding upon the Parties and their respective successors and administrators.

- 13.3 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 13.4 This Agreement shall not be assigned by any Party.
- This Agreement and the attached Schedule "A" embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties prior to or at the date of execution. If a more specific agreement for a particular Emergency, Urgent Project or unavailability of the appointed medical officer of health or other purpose is made between the Parties, or any two of them, while this Agreement is in place, the parties to the more specific agreement shall enunciate their preferences regarding priority between this Agreement and the other more specific agreement. This Agreement may be signed in counterparts, and if so, each Party shall ensure that a copy of their signed original is sent to the other Parties. For clarity, this Agreement is intended to replace the agreement dated April 13th, 1999, between all the Parties or their predecessors except The Corporation of Norfolk County, Haldimand-Norfolk Health Unit. The Parties acknowledge that other mutual assistance agreements may exist, which are not considered to conflict with this Agreement.
- 13.6 Sections 4.2, 6, 7, 9, 10, 12, and 13, of this Agreement shall survive termination of this Agreement.
- 13.7 The Parties agree to be governed by the laws of the Province of Ontario and Canada.

IN WITNESS WHEREOF the Parties have, by their authorized signing officer(s), executed this Agreement.

BRANT COUNTY HEALTH UNIT
DRENCON TURA
Name: Brendan Ryan
Title: Chair, Board of Health
- Toler
Name: JU Ann Tober
Title: Executive Director
I/We have the authority to bind the corporation/health unit
THE CORPORATION OF NORFOLK COUNTY, HALDIMAND-NORFOLK HEALTH UNIT
Name:
Title:
Name:
Title:
I/We have the authority to bind the corporation/health unit.

- This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 13.4 This Agreement shall not be assigned by any Party.
- This Agreement and the attached Schedule "A" embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties prior to or at the date of execution. If a more specific agreement for a particular Emergency, Urgent Project or unavailability of the appointed medical officer of health or other purpose is made between the Parties, or any two of them, while this Agreement is in place, the parties to the more specific agreement shall enunciate their preferences regarding priority between this Agreement and the other more specific agreement. This Agreement may be signed in counterparts, and if so, each Party shall ensure that a copy of their signed original is sent to the other Parties. For clarity, this Agreement is intended to replace the agreement dated April 13th, 1999, between all the Parties or their predecessors except The Corporation of Norfolk County, Haldimand-Norfolk Health Unit. The Parties acknowledge that other mutual assistance agreements may exist, which are not considered to conflict with this Agreement.
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BRANT COUNTY HEALTH UNIT

IN WITNESS WHEREOF the Parties have, by their authorized signing officer(s), executed this Agreement.

Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit.

THE CORPORATION OF NORFOLK COUNTY, HALDIMAND-NORFOLK HEALTH UNIT

Name Title:

Name:

I/We have the authority to bind the corporation/health unit.

THE REGIONAL MUNICIPALITY OF HALTON
Gary Carr
Regional Chair
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Susan Lathan Regional Clerk
I/We have the authority to bind the corporation/health unit
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THE REGIONAL MUNICIPALITY OF HALTON

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APPROVED AS TO FORM LEGAL SERVICES	CITY OF HAMILTON Name: Title: Medical Officer of Health Name: Title: I/We have the authority to bind the corporation/health unit.
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THE REGIONAL MUNICIPALITY OF NIAGARA
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Name: Dr. Robin Williams, M.D., DPH, FRCPC
Title: Medical Officer of Health.
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THE REGIONAL MUNICIPALITY OF WATERLOO
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Name: CHROLE DESMEDLES
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The Regional Municipality of Niagara Legal Services

THE REGIONAL MUNICIPALITY OF HALTON Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. CITY OF HAMILTON Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. THE REGIONAL MUNICIPALITY OF NIAGARA Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. THE REGIONAL MUNICIPALITY OF WATERLOO Name: Ken Sciling Mame: Kins Fletcher Title: Regional Clerk I/We have the authority to bind the corporation/health unit. WELLINGTON-DUFFERN-GUELPH HEALTH UNIT Name:

I/We have the authority to bind the corporation/health unit.

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Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. CITY OF HAMILTON Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. THE REGIONAL MUNICIPALITY OF NIAGARA Name: Title: Name: Title: I/We have the authority to bind the corporation/health unit. THE REGIONAL MUNICIPALITY OF WATERLOO Name: Title: Name: I/We have the authority to bind the corporation/health unit. Name: Title: Name: CARULE Title: Director - Finances Conpetate Sulle I/We have the authority to bind the corporation/health unit.

THE REGIONAL MUNICIPALITY OF HALTON

SCHEDULE "A"

Mutual Aid Agreement

, duly authorized to do so by the Board of Health of, do hereby request of the, to provide assistance in the form of:	
, to provide assistance in the form of:	
PERSONNEL	
SERVICES	
EQUIPMENT	
MATERIAL	
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